

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: David Beach et al.Application No./Patent No.: 10/055,797 Filed/Issue Date: 01/22/2002Entitled: Methods and compositions for RNA interferenceCold Spring Harbor Laboratory, a Educational Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

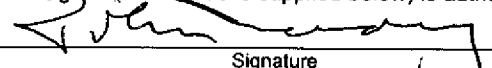
1. From: Scott Hammond To: Cold Spring Harbor Laboratory  
The document was recorded in the United States Patent and Trademark Office at Reel 015474, Frame 0269, or for which a copy thereof is attached.
2. From: Emily Bernstein To: Cold Spring Harbor Laboratory  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: Amy Caudy To: Cold Spring Harbor Laboratory  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

- ☒ Additional documents in the chain of title are listed on a supplemental sheet.

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
SignatureJohn Maroney, J.D.  
Printed or Typed NameVice President, Office of Technology Transfer  
TitleJune 13, 2008  
Date516 367 8301  
Telephone Number

**STATEMENT UNDER 37 CFR 3.73(b) - Supplemental Sheet**

Continuation of chain of title from the inventor(s) to the current assignee.

4. From: Gregory Hannon To: Cold Spring Harbor Laboratory  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
5. From: David Beach To: Genetica, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
6. From: Genetica, Inc. To: Cold Spring Harbor Laboratory  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
7. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
8. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
9. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**ASSIGNMENT**

WHEREAS, we, Emily Bernstein, Amy Caudy and Gregory J. Hannon, together with David H. Beach and Scott Hammond, have invented a certain improvement in METHODS AND COMPOSITIONS FOR RNA INTERFERENCE, described in an application for Letters Patent of the United States, the specification of which:

☐ is being executed on even date herewith; and is about to be filed in the United States Patent Office;

☒ was filed on January 22, 2002 as Application No. 10/055,797

☐ was patented under U.S. Patent No. \_\_\_\_\_ on \_\_\_\_\_.

WHEREAS, Cold Spring Harbor Laboratory (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Delaware having principal offices at One Bungtown Road, Cold Spring Harbor, New York 11724 desires to acquire an interest therein in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said invention as described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon, and any reissue, continuation, divisional and foreign counterparts thereof; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys

and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

Inventor *Emily Bernstein* Date: 11/2/05  
 Emily Bernstein

Address ~~5 Kingley Road, Huntington, New York 11743~~  
1101 York Ave. apt 1H New York, NY 10021 @b

Witness *[Signature]* Date: 11/3/05

Address 406 E 73<sup>rd</sup> St. Apt. 5F  
New York, NY 10021

Witness *[Signature]* Date: 11/3/05

Address 504 E, 63<sup>rd</sup> Street; Apt 23E  
10021 NY, New York

Inventor \_\_\_\_\_ Date: \_\_\_\_\_  
Amy Caudy


Address 823 Avalon Court Drive, Melville, New York 11747

Witness \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Witness \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Inventor  \_\_\_\_\_ Date: 10/26/05  
Gregory J. Hannon

Address 34 Griffith Lane, Huntington, New York 11743

Witness Jo Leonardo \_\_\_\_\_ Date: 10/26/05

Address 2 Robin Lane  
Levittown, NY 11756

Witness Angelique Girard  \_\_\_\_\_ Date: 10/28/05

Address Savemport House 1, Brungtown Road  
Cold Spring Harbor, NY 11724

ASSIGNMENT

WHEREAS, I, Amy Caudy (hereinafter "Assignor"), residing at 4221 Town Court N, Lawrenceville, NJ 08648, am an inventor of certain new and useful inventions and discoveries, as disclosed in the below listed patent applications, hereinafter, the "Applications."

<u>Application Number</u>	<u>Filing Date</u>
U.S. 60/243,097	October 24, 2000
U.S. 09/858,862	May 16, 2001
U.S. 10/055,797	January 22, 2002
U.S. 10/350,798	January 24, 2003
PCT/US01/08435	March 16, 2001
PCT/US03/01963	January 22, 2003

WHEREAS, Cold Spring Harbor Laboratory, a not-for-profit corporation organized and existing under the laws of the State of New York, having principal offices at One Bungtown Road, Cold Spring Harbor, New York 11724, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee the entire right, title and interest in and to said inventions, discoveries, and Applications, and all rights arising therefrom, including any and all worldwide patent applications, including any divisionals, continuations, continuations-in-part, international applications, foreign regional or national applications, and any reissues or extensions thereof, and any application based in whole or in part on any of the foregoing, and all patents issuing therefrom.

Assignor agrees that such Assignors and Assignors' heirs and legal representatives will, without further consideration, cooperate with Assignee in the prosecution of all of the above applications, execute, verify, acknowledge and deliver all such further papers, including applications for patents and for reissues and extensions therefor, and instruments of assignment and transfer thereof, and will communicate any facts known to Assignors relating to the inventions, discoveries, and Applications, to obtain or maintain or enforce patents for the

inventions, discoveries, and Applications and improvements therein in any and all countries and to vest title thereto in Assignee. Assignors further agree that such Assignors will perform such other acts as may be reasonably required when requested by Assignee, including attending depositions, preparing and executing declarations and affidavits and testifying as a witness, to obtain or maintain or enforce patents in any and all countries and to vest title thereto in Assignee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6<sup>th</sup> day of June 2008 (Month/Year).

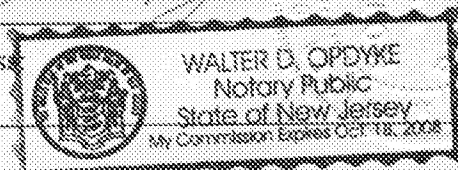
Amy Caudy

On this 6<sup>th</sup> day of June 2008 (Month/Year), Amy Caudy, personally known to me to be the same individual who executed the foregoing Assignment, acknowledged to me that execution of the same was of his/her own free will for the use and purposes therein set forth.

WITNESS: [Signature]

Printed Name: \_\_\_\_\_

Residential Address: \_\_\_\_\_



## ASSIGNMENT

WHEREAS, each of the Undersigned has developed certain inventions described in U.S. patent application titled:

### METHODS AND COMPOSITIONS FOR RNA INTERFERENCE

filed on **January 22, 2002, U.S. Application No. 10/055,797**; and has full right to convey their entire interest, both legal and equitable, in and to said inventions free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, **GENETICA, INC.**, ("ASSIGNEE"), a corporation organized and existing under the laws of the **State of Delaware**, and having a usual place of business at 15 Springalls Wharf, 25 Bermondsey Wall West, London SE16 4TL, UK, is desirous of acquiring the entire right, title and interest in and to said invention or inventions and any and all patents to be obtained therefor;

NOW, THEREFORE, in consideration of the sum of One Dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Undersigned, each of the Undersigned hereby sells, assigns and transfers unto said ASSIGNEE, its successors and assigns, their entire right, title and interest in and to said invention or inventions, as described in the aforesaid application and all applications resulting therefrom, including any and all divisions, continuations, continuations in part, substitute applications, and reissues or extensions thereof; and all resulting patents.

AND each of the Undersigned hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said ASSIGNEE or its successors and assigns; the Undersigned agree(s) that the agent of record in said application shall hereinafter act on behalf of said ASSIGNEE.

AND, each of the Undersigned further agrees, without any further payment or compensation by said ASSIGNEE or its successors and assigns, to communicate to said ASSIGNEE, its representatives or agents or its successors and assigns, any facts relating to said invention or inventions including evidence for interference purposes or for other legal proceedings whenever requested; to testify in any interference or other legal proceedings, whenever requested; to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and to generally do everything possible to aid said ASSIGNEE, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.



Each of the undersigned hereby authorizes Ropes & Gray LLP, of One International Place, Boston, MA 02110, to insert hereon any further identification information necessary or desirable for recordation of this document.

WITNESS my hand this 29<sup>th</sup> day of May, 2003.

By: David H. Beach  
DAVID H. BEACH

~~State/~~Commonwealth )  
of Massachusetts)

On this the 29<sup>th</sup> day of May, 2003, before me personally appeared **DAVID H. BEACH**, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Camilla A. Pann  
Notary Public  
My Commission expires 12/22/06

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

By: \_\_\_\_\_  
SCOTT HAMMOND

State/Commonwealth )  
of \_\_\_\_\_)

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared **SCOTT HAMMOND**, to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission expires \_\_\_\_\_

## AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of January 7, 2004 ("Effective Date") by and between **Cold Spring Harbor Laboratory**, having offices at One Bungtown Road, Cold Spring Harbor, New York 11724 ("CSHL") and **Genetica Incorporated**, having offices at 15 Springalls Wharf, 25 Bermondsey Wall West, London SE 16 4TL, UK ("Genetica"). (CSHL and Genetica are sometime referred to herein individually as a "Party" or collectively as the "Parties").

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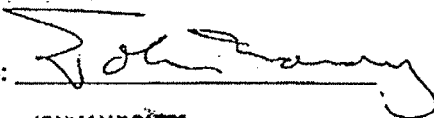
Genetica represents and warrants to CSHL that Schedule A, attached hereto, contains a complete list of RNAi Patent Rights as of the Effective Date of this Agreement. Genetica agrees to assign, and does hereby assign, to CSHL, free of charge, all right, title and interest in, to and under such RNAi Patent Rights throughout the world. If any rights in RNAi Patent Rights are held by employees of Genetica, Genetica shall cause any such employees to assign, free of charge, all right, title and interest in, to and under such inventions to CSHL within ten (10) days after the Effective Date of the Agreement. Upon CSHL's reasonable request and at CSHL's cost


and expense, Genetica shall fully cooperate with CSHL in connection with such RNAi Patent Rights, including, without limitation, executing any and all papers and instruments as are necessary or helpful to CSHL in preparing, filing, prosecuting, maintaining, enforcing and transferring ownership, of such RNAi Patent Rights. Neither Genetica nor any of its employees shall have any rights in any RNAi Patent Rights.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date set forth above.

COLD SPRING HARBOR LABORATORY  
("CSHL")

GENETICA INCORPORATED  
("Genetica")

Name:   
JOHN MARONEY  
Director, Office of Technology Transfer  
Title: \_\_\_\_\_

Name:   
Title: President

SCHEDULE A : RNAi Patents

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: AU Serial Number: 2001245793 Filed: 16 Mar-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: CA Serial Number: 2403397 Filed: 16 Mar-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: EP Serial Number: 019187525 Filed: 16 Mar-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: IL Serial Number: 151781 Filed: 17 Sep-2002

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: JP Serial Number: 2001-567320 Filed: 16 Mar-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: US Serial Number: 09/858862 Filed: 16 May-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: US Serial Number: 09/866557 Filed: 24 May-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: US Serial Number: 10/055797 Filed: 22 Jan-2002

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: US Serial Number: 10/350798 Filed: 24 Jan-2003

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: US Serial Number: 60/189739 Filed: 16 Mar-2000

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: US Serial Number: 60/243097 Filed: 24 Oct-2000

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: PCT Serial Number: US01/08435 Filed: 16 Mar-2001

Title: METHODS AND COMPOSITIONS FOR RNA INTERFERENCE  
Country: PCT Serial Number: US03/01963 Filed: 22 Jan-2003